

UTILITY EASEMENT

BK 0471 PG 0729 <sup>#1.4 Yungblaw</sup>

FOR AND IN CONSIDERATION of the sum of One Dollar (\$1.00), in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, we, James B. Nemetz and wife, Patsy R. Nemetz, hereinafter referred to as "Grantor", do hereby grant, bargain and convey unto the City of Olive Branch, its successors and assigns, hereinafter referred to as "Grantee", the right, privilege and easement at any time and from time to time to construct, maintain, inspect, operate, protect, repair, replace, change the size of, or remove a pipeline, pipelines and other appurtenances for operation of the City Sewage System, within the confines of an area described in Exhibit 1, which is attached hereto and made a part hereof as if fully copied herein, together with reasonable access thereto.

TO HAVE AND TO HOLD said easement and reasonable access thereto unto said Grantee, its successors and assigns temporarily, where noted, and permanently, where noted in Exhibit 1.

With regard to any temporary easement, the easement shall expire upon completion of construction. Completion of construction shall be defined as occurring at the time of final payment being made by Grantee to the Contractor performing the construction work.

It is agreed that the pipeline or pipelines to be laid under this grant shall be constructed at sufficient depth below the surface of the ground to permit normal cultivation, and Grantor shall have the right to fully use and enjoy the above described premises, subject to the rights herein granted.

Grantee shall have the right to clear and keep clear all trees, undergrowth and other obstructions from the herein granted easement, and Grantor agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that will interfere with the normal operation and maintenance of the said line or lines.

Grantor hereby expressly agrees that in the event the route of the pipeline to be constructed hereunder should cross any roads, railroads, creeks, rivers or other waterways located on the above described land or other places requiring extra working spaces, Grantee shall have the right and temporary access to additional working space which may be necessary for construction.

Grantor represents that the above described land is not rented at the present time.

The terms and conditions hereof shall be binding upon and inure to the benefit of the heirs, executors, administrators, devisees, successors, trustees or assigns of the parties hereto, and the rights herein granted may be assigned in whole or in part.

As additional consideration it is agreed that Grantor shall be entitled to receive a waiver of one sewer tap on the property over which this Easement is granted.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hand and seal,  
this 1 day of April, 2004

James B. Nemetz  
JAMES B. NEMETZ

Patsy R. Nemetz  
PATSY R. NEMETZ

Witnessed By:

[Signature]

STATE MS.-DESOTO CO. <sup>be</sup>  
FILED

MAY 11 8 37 AM '04

APPROVED AND ACCEPTED by the  
City of Olive Branch

471 PG 729  
J. E. JONES CH. CLK.

By: Samuel P. Rikard  
SAMUEL P. RIKARD, MAYOR

ATTEST:

Judy C. Herrington  
JUDY C. HERRINGTON, CITY CLERK

STATE OF MISSISSIPPI  
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state, on this 5<sup>th</sup> day of April, 2004, within my jurisdiction Jim E. Sexty one of the subscribing witnesses to the above and foregoing instrument, who, being first duly sworn, states that he saw the within named James B. Nemetz and wife, Patsy R. Nemetz, whose names are subscribed thereto, sign and deliver the same to the City of Olive Branch; and that the affiant subscribed his name as witness thereto in the presence of same.

Jim E. Sexty  
Witness

Judy Deane Nemetz  
NOTARY PUBLIC



My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES MARCH 19, 2005  
BONDED THRU STEGALL NOTARY SERVICE

STATE OF MISSISSIPPI

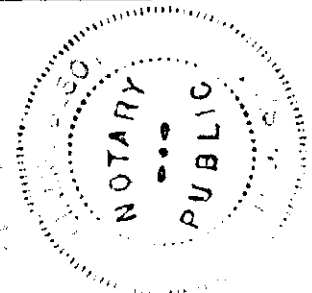
COUNTY OF DESOTO

Personally appeared before me, the undersigned authority in and for the said county and state on this 6<sup>th</sup> day of May, 2004, within my jurisdiction, the within named Samuel P. Rikard and Judy C. Herrington, who acknowledged that they are the Mayor and City Clerk, respectively, of the City of Olive Branch, and that in said representative capacity they executed the above and foregoing instrument, after first having been duly authorized so to do.

Jina Rena Williams  
NOTARY PUBLIC

My Commission Expires:

MISSISSIPPI STATEWIDE NOTARY PUBLIC  
MY COMMISSION EXPIRES AUG 13, 2006  
BONDED THRU STEGALL NOTARY SERVICE



PREPARED BY AND RETURN TO:  
WATKINS LUDLAM WINTER & STENNIS, P.A.  
P.O. BOX 1456  
OLIVE BRANCH, MS 38654-1456  
(662) 895-2996

**JAMES B. NEMETZ  
BOOK 279, PAGE 380**

**EXHIBIT 1**

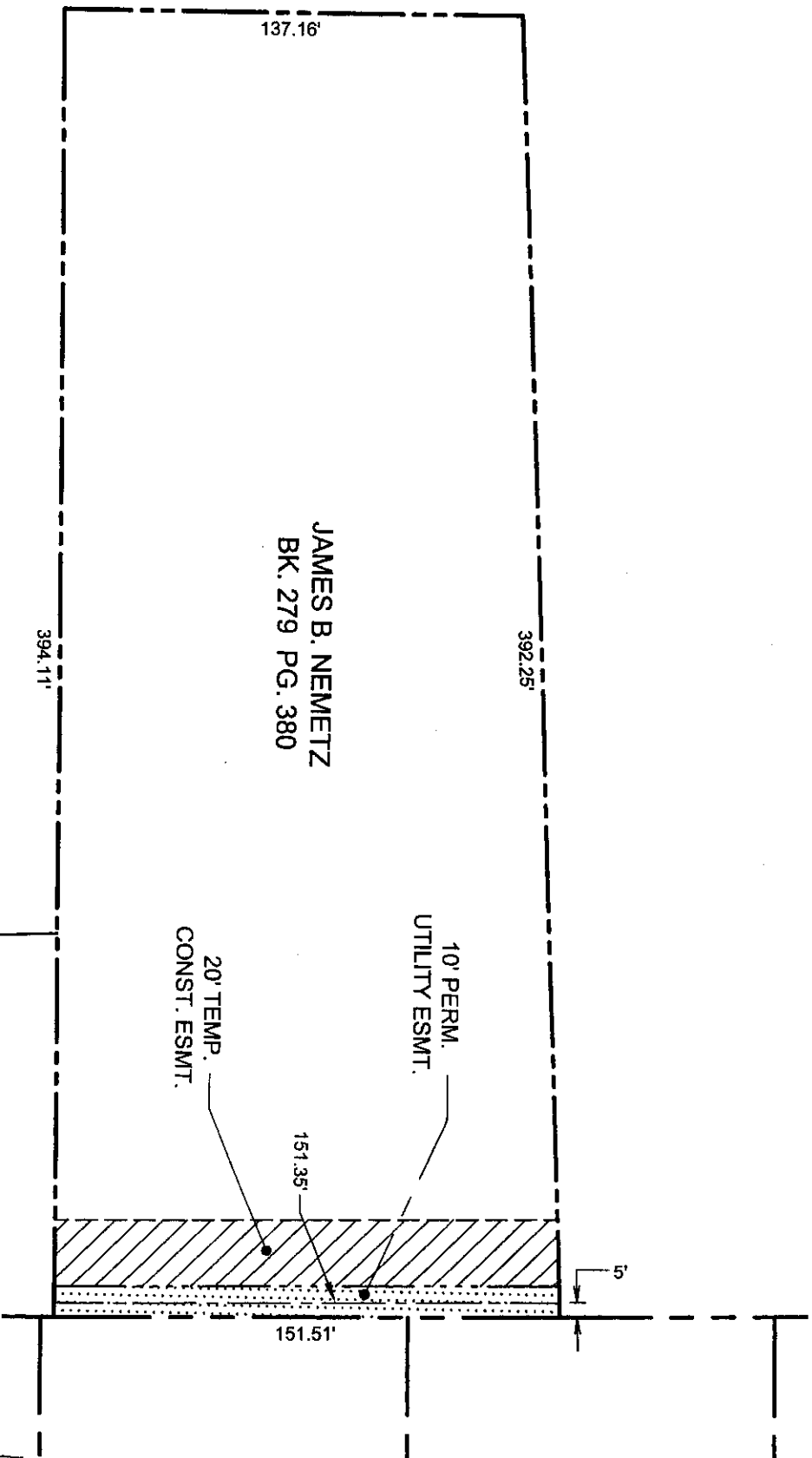
Being a portion of the James B. Nemetz property lying in the northeast  $\frac{1}{4}$  of Section 20, Township 1 South, Range 6 West in the City of Olive Branch, Desoto County, Mississippi as recorded in Book 279, Page 380 in the Office of the Chancery Clerk of Desoto County, Mississippi, and being more particularly described as follows:

**PERMANENT UTILITY EASEMENT**

Being a 10 foot wide strip of land and having a centerline described as follows: Beginning at a point 5 feet north of the southeast corner of subject property as measured along the east property line of subject property; thence in a westerly direction a distance of approximately 151.51 feet to a point in the west line of subject property and containing 1,399 square feet, more or less.

**TEMPORARY CONSTRUCTION EASEMENTS**

Being a 20 foot wide strip of land parallel and adjacent to the north sides of the above described permanent utility easement and containing 3,016 square feet more or less.



SCALE: 1" = 50'



EASEMENT REQUIRED:

UNENCUMBERED: ENCUMBERED:  
PERM: 1,399 S.F. PERM: 0.0 S.F.  
TEMP: 3,016 S.F. TEMP: 0.0 S.F.

## EXHIBIT NO. 1

SHEET 1 OF 1

THE CITY OF OLIVE BRANCH, MISSISSIPPI  
DESOTO COUNTY

### OLIVE BRANCH SEWER IMPROVEMENTS

#### UTILITY EASEMENT

NO.	DESCRIPTION	DATE	BY

THIS PROPERTY IS LOCATED IN  
THE NE QUARTER OF SECTION 20,  
TOWNSHIP 1 SOUTH, RANGE 6 WEST  
DESOTO COUNTY, MISSISSIPPI

PREPARED BY: F&A BK. 279, PG. 380 TRACT: NEMETZ

DRAFTSMAN: BS DATE: MAY, 2003